United States District Court
District of Massachusetts

DENNIS P. HARRIS,
JOHN A. HAMM,
EDUARDO DOMINIQUES, JR.,
DANIEL M. KEELER,
KEVIN BUCKLEY,
WILLIAM D. MAHONEY,
Individually and As Representatives
of Other Similarly Situated Employees,
Plaintiffs,

v. *CIVIL ACTION NO. 2002-10123-RBC*[1]

CITY OF BOSTON,
Defendant.

MEMORANDUM AND ORDER ON MOTION FOR SUMMARY JUDGMENT ON DAMAGES (#47) AND CROSS-MOTION FOR SUMMARY JUDGMENT ON DAMAGES (#50)

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1 *With the parties' consent, on April 22, 2002, this case was reassigned to the undersigned for all purposes, including trial and the entry of judgment, pursuant to 28 U.S.C. §636(c).*

COLLINGS, U.S.M.J.

I. Introduction

On March 31, 2003, the sole outstanding liability issue in this case was decided. See Harris v. City of Boston, 253 F. Supp.2d 136 (D. Mass., 2003).[2] *At this juncture, only three questions with respect to damages remain extant, to wit, determination of the proper work period for calculating unpaid overtime compensation, resolution of whether liquidated damages should be awarded, and a decision regarding the applicable statute of limitations.*

Contending that no genuine issue of material fact exists relative to the damages questions, the parties have filed cross-motions for summary judgment. Specifically, the plaintiffs have filed a motion for summary judgment (#47), a memorandum of law incorporating a statement of undisputed facts and multiple exhibits (#48) and a Local Rule 56.1 statement (#49). In response the defendants filed a cross-motion for summary judgment on damages issues, a memorandum in opposition to the plaintiffs' dispositive motion and in support of their cross-motion for summary judgment (#51) along with a Local Rule 56.1 statement (#52) and two affidavits (#53, 54). The plaintiffs have submitted a

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[2] *Familiarity with the facts of this case is presumed, or the reader is directed to the published opinion wherein they are detailed at length.*

reply brief (#55). The record on the cross-motions is now closed and they stand ready for decision.

II. The Summary Judgment Standard

Summary judgment purports "to pierce the pleadings and to assess the proof in order to see whether there is a genuine need for trial." Podiatrist Ass'n, Inc. v. La Cruz Azul de Puerto Rico, Inc., 332 F.3d 6, 12 (1 Cir., 2003) (citing Garside v. Osco Drug, Inc., 895 F.2d 46, 50 (1 Cir., 1990) (quoting Fed. R. Civ. P. 56 Advisory Committee's note)). The party moving for summary judgment bears the initial burden of asserting the absence of a genuine issue of material fact and "support[ing] that assertion by affidavits, admissions, or other materials of evidentiary quality." Mulvihill v. Top-Flite Golf, Co., 335 F.3d 16, 19 (1 Cir., 2003). After the moving party has met its burden, "the burden shifts to the summary judgment target [the non-moving party] to demonstrate that a trial-worthy issue exists." Id. (citing Suarez v. Pueblo Int'l, Inc., 229 F.3d 49, 53 (1 Cir., 2000)).

When considering whether to grant summary judgment, the Court must determine whether:

> *... the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if*

> *any, show that there is a genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.*

Fed. R. Civ. P. 56(c).

In making this assessment, the Court must "scrutinize the record in the light most flattering to the party opposing the motion, indulging all reasonable inferences in that party's favor." Mulvihill, 335 F.3d at 19 (citing Morris v. Gov't Dev. Bank, 27 F.3d 746, 748 (1 Cir., 1994)); see also Podiatrist Ass'n, Inc., 332 F.3d at 13; Pure Distributors, Inc. v. Baker, 285 F.3d 150, 152 (1 Cir., 2002); New England Regional Council of Carpenters v. Kinton, 284 F.3d 9, 19 (1 Cir., 2002) (citing Dynamic Image Techns., Inc. v. United States, 221 F.3d 34, 39 (1 Cir., 2000)); Kearney v. Town of Wareham, 316 F.3d 18, 22 (1 Cir., 2002).

Despite this "notoriously liberal" standard, Mulvihill, 335 F.3d at 19, summary judgment cannot be construed as "a hollow threat." Kearney, 316 F.3d at 22. A factual dispute which is neither "genuine" nor "material" will not survive a motion for summary judgment. Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248 (1986). Furthermore, a genuine issue of material fact cannot merely rest upon "spongy rhetoric" but rather requires substantive proof. Mulvihill, 335 F.3d at 19 (citing Mesnick v. Gen. Elec. Co., 950 F.2d 816, 822 (1 Cir., 1991)

(explaining that "[g]enuine issues of material fact are not the stuff of an opposing party's dreams)). Thus, in deciding whether a factual dispute is "genuine," the Court must determine whether the evidence is such that a reasonable jury could return a verdict for the nonmoving party. Anderson, 477 U.S. at 248; Kearney, 316 F.3d at 22 (citing United States v. One Parcel of Real Pro. (Great Harbor Neck, New Shoreham, R.I.), 960 F.2d 200, 204 (1 Cir., 1992); Suarez, 229 F.3d at 53 (citing McCarthy v. Northwest Airlines, Inc., 56 F.3d 313, 315 (1 Cir., 1995). In circumstances where submitting the issue in dispute to the jury amounts to "nothing more than an invitation to speculate," summary judgment is appropriate. Feliciano de la Cruz v. El Conquistador Resort and Country Club, 218 F.3d 1, 9 (quoting Lattimore v. Polaroid Corp., 99 F.3d 456, 467-68 (1 Cir., 1996)). In weighing whether a factual dispute is "material," the Court must examine the substantive law of the case, because "only disputes over the facts that might affect the outcome of the suit under governing law will properly preclude the entry of summary judgment." Anderson, 477 U.S. at 248; Kearney, 316 F.3d at 22.

The focus at the summary judgment phase "should be on the ultimate issue: whether, viewing the aggregate package of proof offered by plaintiff and taking

all inferences in the plaintiff's favor, the plaintiff has raised a genuine issue of fact." Rivas Rosado v. Radio Shack, Inc., 312 F.3d 532 (1 Cir., 2002) (citing Dominguez-Cruz v. Suttle Caribe, Inc., 202 F.3d 424, 430-31 (1 Cir., 2000)); see also Leahy v. Raytheon, Co., 315 F.3d 11 (1 Cir., 2002); Suarez, 229 F.3d at 53. The party objecting to summary judgment may not merely rest upon the statements put forth in its own pleadings. See Gillen v. Fallon Ambulance Service, Inc., 283 F.3d 11, 26 (1 Cir., 2002) (citing Colantuoni v. Alfred Calcagni & Sons, Inc., 44 F.3d 1, 4-5 (1 Cir., 1994) (a party objecting to summary judgment fails to put forth a genuine issue of material fact merely by filing an affidavit contradicting unambiguous answers contained in a prior deposition)). Instead, Rule 56(c):

> *mandates the entry of summary judgment, after adequate time for discovery and upon motion, against a party who fails to make a showing sufficient to establish the existence of an element essential to the party's case, and on which the party will bear the burden of proof at trial.*

Celotex Corp. v. Catrett, 477 U.S. 317, 322 (1986).

III. Discussion

A. Overtime Wages

The Fair Labor Standards Act ("FLSA") "establishe[s] a comprehensive remedial scheme requiring a minimum wage and limiting the maximum number of hours worked, absent payment of an overtime wage for all hours worked in excess of the specified maximum number." Lamon v. City of Shawnee, Kan., 972 F.2d 1145, 1149 (10 Cir., 1992), cert. denied, 507 U.S. 972 (1993). Section 207(a) of the FLSA is the provision which mandates the payment of an overtime wage:

> *Except as otherwise provided in this section, no employer shall employ any of his employees who in any workweek is engaged in commerce or in the production of goods for commerce, or is employed in an enterprise engaged in commerce or in the production of goods for commerce, for a workweek longer than forty hours unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he is employed.*

Title 29 U.S.C. §207(a)(1) (emphasis added).

The FLSA does, however, grant an exemption to public agencies engaged in fire protection or police enforcement activities, providing that:

> *No public agency shall be deemed to have violated subsection (a) with respect to employment of any employee in . . . law enforcement activities if (1) in a work period of 28 consecutive days the employee receives for tours of duty which in the aggregate exceed the lesser of (A) 216 hours, or (B) the average number of hours in tours of duty of employees engaged in such activities in work periods of 28 consecutive days in calendar year 1975; or (2) in the case of such an employee*

to whom a work period of at least 7 but less than 28 days applies, in his work period the employee receives for tours of duty which in the aggregate exceed a number of hours which bears the same ratio to the number of consecutive days in his work period as 216 bears to 28 days, compensation at a rate not less than one and one-half times the regular rate at which he is employed.

Title 29 U.S.C §207(k).

The Code of Federal Regulations ("C.F.R.") issued by the Department of Labor ("DOL") and adopted pursuant to the FLSA further clarifies the maximum hours standards for work periods under §207(k). The DOL created a table which provides the maximum hours that fire or police personnel may work during a work period before overtime compensation must be paid by the employer. See 29 C.F.R. §553.230. The work periods range from seven to twenty-eight days. For a work period of seven days, law enforcement personnel would not be eligible for overtime until they exceeded forty-three hours. See 29 C.F.R. §553.230. For a work period of twenty-eight days, the maximum hours before overtime compensation is due is one hundred and seventy-one. See 29 C.F.R. §553.230. Overall, as explained by the First Circuit:

The effect of the §207(k) partial exemption is to soften the impact of the FLSA's overtime provisions on public employers in two ways: it raises the average number of hours the employer can require law enforcement and fire protection personnel to work without triggering the overtime requirement, and it accommodates the inherently unpredictable nature of firefighting and police work by permitting public employers to adopt work periods longer than one week. See Wethington v.

*City of Montgomery, 935 F.2d 222, 224 (11th Cir.1991); Maldonado v. Administracion de Correccion, 1993 WL 269650, at *1 (D.P.R. Jul.1, 1993). The longer the work period, the more likely it is that days of calm will offset the inevitable emergencies, resulting in decreased overtime liability.*

O'Brien v. Town of Agawam, 350 F.3d 279, 290 (1 Cir., 2003).

The issue in the present case is whether the default maximum hours, forty, prescribed in §207(a) applies, or if the City is entitled to the §207(k) exemption maximum hours, that being forty-three. The plaintiffs contend that because the City did not affirmatively adopt a qualifying work period under §207(k), it is precluded from claiming the exemption. The defendant counters that the §207(k) exemption is the default for law enforcement personnel and should be applied when calculating damages for unpaid overtime. Each side cites a different First Circuit decision in support of their respective positions.

In 1992, the First Circuit held that unpaid overtime compensation should be calculated using the normal working hours of fire personnel[3] as set forth in §207(k) rather than an ordinary employee's working hours under §207(a). See Martin v. Coventry Fire District, 981 F.2d 1358, 1360 (1 Cir., 1992). In 2003, the First Circuit in O'Brien v. Town of Agawam held that the Town of Agawam ("Town")

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[3] *While Coventry discusses the overtime compensation for firefighters, for present purposes there is no difference between firefighters and law enforcement officers other than the maximum allowable hours in a work period.*

was not entitled to the §207(k) exemption because it had not adopted or established a regularly recurring work period for its police officers. See O'Brien, 350 F.3d at 291-92.

Although perhaps facially at odds, these two cases can be reconciled. At the district court level in Coventry, the parties stipulated that "[t]he Defendant alleges that it established a 27 day work period for its firefighters. The chart which encompasses 29 CFR Section 553.230 sets forth the maximum hours a firefighter may work in a 27 day period prior to receiving overtime compensation at 204 hours." (Affidavit #85, Stipulation Of Facts ¶5) In other words, the Fire District had, at the very least, made an effort to adopt a qualified work period under §207(k). Moreover, as framed by the District Judge in his oral decision,

> *And that threshold legal determination, seems to me, is whether we are dealing with the provisions of 29 USC, Section 207(A) or 207(K).*
>
> *Now, as I understand the Department of Labor's position, if the Coventry Fire Department did not compensate employees who worked more than two hundred four hours during the alleged twenty-seven day pay period, then they were not entitled to the exemption provided by Subsection K and the measure of their liability should be all hours worked in excess of forty hours per week under Subsection A. On the other hand, the fire district has taken the position that even if they should have and did not compensate employees at the rate of time and a half for hours worked in excess of the two hundred four hours, that their liability would be to pay those employees only for hours worked in excess of two hundred four hours per twenty-seven day work period.*

Affidavit #85, Transcript at B-6.

Thus, the issue to be determined was not whether the fire district had adopted a qualifying work period under §207(k), a fact which appears to have been assumed[4]*, but rather whether by failing to pay overtime in accordance with §207(k), the fire district in effect forfeited the benefit of the exemption and should have to pay overtime pursuant to the more generous (to the firefighters) §207(a).*

The DOL's position in Coventry was that it did not matter whether or not the employer had adopted a qualifying work period; the fact that the employer did not pay according to such a period automatically required compensation under §207(a).[5] *The First Circuit was no more persuaded by the argument than was the district court. See Coventry, 981 F.2d at 1360. The Court held that the intent of the FLSA was not to punish an employer by making them pay more than the overtime that was owed. Coventry, 981 F.2d at 1360. Indeed, the Court noted that in cases where the employer had acted in good faith, only overtime was to be paid,*

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In its brief on appeal, the DOL stated in a footnote that "[i]n finding Section 7(k) applicable, the court assumed that Coventry established a twenty-seven day work period...The court was wrong both in stating that the length of the work period established is of no consequence and in implicitly accepting that the twenty-seven day work period was established here...Nevertheless, Coventry's failure to establish a work period is subsumed under its failure to have paid any required overtime whatsoever under Section 7(k)."

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See Department of Labor, Wage and Hour Division, Opinion Letter, January 13, 1994, 1994 WL 1004749. The DOL continues to take the position that "an employer is not relieved from s7(a) overtime compensation unless s7(k) has been claimed and affected employees have actually been paid in accordance with its provisions." Id.

while in cases where the employer had acted in bad faith, liquidated damages could be assessed, thus doubling the damages incurred by the employer. Coventry, 981 F.2d at 1360. There was no need or intent in the statute further to punish an employer by "assessing an especially heavy penalty where there is no reason to make the penalty especially severe." Coventry, 981 F.2d at 1360. Where the fire district already had a qualifying work period which set the expectation of overtime at a certain threshold, by attempting to force it to default to a lower threshold, the DOL was seeking a de facto increased penalty.

The First Circuit observed that no other court had ever interpreted the FLSA in the manner suggested by the DOL. See Coventry, 981 F. 2d at 1361 citing Craven v. City of Minot 730 F. Supp. 1511 (D.N.D., 1989) and Jacksonville Professional Fire Fighters Association v. City of Jacksonville, 685 F. Supp. 513 (E.D.N.C., 1987). While these courts do not support the ultimate position of the DOL, they do add credence to the position that an employer must adopt a qualifying work period in order to come under the §207(k) exemption. Craven, 730 F. Supp. at 1513 (upon Congress including public employers under the FLSA in May 1985, the City adopted a twenty-seven day work period and therefore the plaintiffs were entitled to overtime pay over two hundred four hours in a twenty-seven day work period

as indicated in 29 C.F.R. §553.230); Jacksonville, 685 F. Supp. at 517 ("In accordance with the provision [§207(k)], . . . the public agency could elect to take advantage of subsection (k) for a partial overtime exemption").

*This interpretation of Coventry finds support in a decision from the United States District Court for the District of Puerto Rico rendered shortly after Coventry was decided. The Court distinguished the holding in Coventry by noting that the issue in the Maldonado case "is not whether the defendant violated the maximum hours provisions of Section 7(k), but whether it properly availed itself of the Section 7(k) exemption." Maldonado v. Administracion De Correccion, 1993 WL 269650,*2 (D. P. R., 1993). The Court found that a qualifying work period must be "an established and regularly recurring period of work between seven and twenty-eight days chosen by the employer to calculate overtime wages." Maldonado at *1 (citing 29 C.F.R. §553.224(a)). "If it is not chosen, the standard provision of Section 7(a) of the FLSA are (sic) applied." Maldonado at *3.*

The United States District Court for the District of Maine offered a differing view of the Coventry decision. In Mills v. State of Maine, the district court read the Coventry decision to mean that whenever a public employer fails to pay overtime to fire and

law enforcement personnel, the public employer "may still calculate the overtime owed its employees in accordance with the overtime definition of subsection (k)." Mills v. State of Maine, 853 F. Supp. 551, 552 (D. Me., 1994). I am not persuaded that this view of Coventry is correct.

The Agawam Court clearly answered the precise question addressed in Maldonado and that is raised in this case. "The §207(k) exemption applies, however, only if the employees are engaged in...'law enforcement activities' within the meaning of §207(k), and only if the employer has adopted a qualifying work period." Agawam, 350 F.3d at 290. Under facts similar to those in the present case, the Court identified the sole issue to be whether a work period had been adopted by the Town. See Agawam, 350 F.3d at 291. The Court found that the Town had not established a qualifying work period. See Agawam, 350 F.3d at 291. As in the instant case, the Town employed its officers on a repeating six-day cycle of four days on and two days off, a sequence which the First Circuit found did not constitute a §207(k) work period. See Agawam, 350 F.3d at 291. Further, the Town provided no evidence to show that it had adopted a qualifying work period. See Agawam, 350 F.3d at 291.

While the Court required that a work period be established, to do so is not a "high

hurdle." Agawam, 350 F.3d at 291 n. 21. The work period can be any recurring period between seven and twenty-eight days in length and need not coincide with the pay periods of the officers.[6] *See Agawam, 350 F.3d at 291 n. 21. The work period does not have to reflect the actual practices between the Town and the officers; as long as a qualifying work period is announced, the employer can choose to pay its employees more generously. See Agawam, 350 F.3d at 291 n. 21. However, if the employer fails to announce the qualifying work period, the ordinary work period and overtime provisions of §207(a) apply. See Agawam, 350 F.3d at 291 n. 21.*

The decision in Agawam is supported by cases in various other Circuits. The Seventh, Tenth, and Eleventh Circuits each have held that a public employer must adopt a qualifying work period under §207(k) in order to benefit from its higher overtime thresholds. See Barefield v. Village of Winnetka, 81 F.3d 704, 709 (7 Cir., 1996) (determined that §207(k) "permits public agencies to establish a 'work period' that lasts from seven to 28 days" which would allow the Village to pay overtime due after forty-three hours in seven days versus after forty hours in seven days);

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[6] *In her affidavit Sally Glora, the City Auditor, states inter alia that "[p]laintiffs' pay period is, and at all relevant times has been, a seven-day period." (#54 ¶3) As noted, however, a work period and a pay period are not necessarily the same.*

Lamon v. City of Shawnee, 972 F.2d 1145, 1151 (10 Cir., 1992) (finding that even though the City had never applied the work period that it had previously established, it qualified for the §207(k) exemption); Wethington v. City of Montogmery, 935 F.2d 222, 224 (11 Cir., 1991) (the §207(k) system is only an option for public employers of fire and law enforcement personnel); Birdwell v. City of Gadsen, 970 F.2d 802, 804 (11 Cir., 1992) ("If the city had adopted a work period between at least 7 consecutive days and 28, then the city is entitled to require its employees to work more hours without overtime pay").

Applying the law to the facts at hand leads to the conclusion that the City did not adopt a qualifying work period and therefore must calculate back overtime pay under the forty-hour threshold of §207(a).

The City's lack of an adoption is demonstrable. First, in Stage 1 of the proceedings the parties stipulated that "the City of Boston has not effectively adopted a partial public safety exemption as set forth in 29 U.S.C. §§201 et seq." (#49 ¶2). Moreover, as previously noted, the City's Auditor has confirmed that the City did affirmatively adopt a qualifying work plan on July 6, 2002, outside the relevant dates of this lawsuit. (#54 ¶2) Lastly, this Court found during the liability phase of the proceeding that "[t]he parties have stipulated for purposes of the FLSA only

that as of the dates at issue ... the City of Boston has not effectively adopted a partial public safety exemption as set forth in 29 U.S.C. § 207(K). This stipulation renders the latter regulation inapplicable to this matter." Harris v. City of Boston, 253 F.Supp. 136, 143 n.11 (D. Mass., 2003).

There is one wrinkle in this case. In their Memorandum (#48), the plaintiffs state some of the Detectives in the union work a seven day schedule of five days on and two days off. This work period could qualify under §207(k). However, the City cannot be entitled to the partial exemption because it admittedly did not effectively adopt a qualifying work period. The standard for adoption of a qualifying work period is low; the City need only have announced that it had a work period between seven and twenty-eight days irrespective of whether the actual duty cycle or pay periods of the officers in question actually coincided with the work period. See Agawam, 350 F.3d at 291 n. 21. The City does not claim to have taken this minimal step, or indeed any bona fide steps to have created such a qualifying work period. In these circumstances, the City cannot take advantage of the §207(k) exemption even for detectives working five days on and two days off.

B. Liquidated Damages

According to the FSLA, "[a]ny employer who violates the provisions of …section 207 of this title shall be liable to the employee or employees affected in the amount of their unpaid minimum wages, or their unpaid overtime compensation, as the case may be, and in an additional equal amount as liquidated damages." Title 29 U.S.C. §216(b). The impact of this provision may tempered under certain circumstances:

> *In any action commenced prior to or on or after May 14, 1947 to recover unpaid minimum wages, unpaid overtime compensation, or liquidated damages, under the Fair Labor Standards Act of 1938, as amended [29 U.S.C.A. § 201 et seq.], if the employer shows to the satisfaction of the court that the act or omission giving rise to such action was in good faith and that he had reasonable grounds for believing that his act or omission was not a violation of the Fair Labor Standards Act of 1938, as amended, the court may, in*

its sound discretion, award no liquidated damages or award any amount thereof not to exceed the amount specified in section 216 of this title.

Title 29 U.S.C. §260.

The City argues that the liquidated damages award should be calculated on the basis of the forty-three hour work week in §207(k)[7] *because it believed in good faith during the relevant time period that under Coventry, the default for police officers was forty-three and not forty hours. The Court is not persuaded by this contention.*

What is perfectly clear in this case is that the City violated the FLSA with respect to the plaintiffs' overtime pay, and that it did so willfully. That the defendant may have thought that the damages it would have to pay would be calculated in a manner more favorable to it simply is not a reason to exercise my discretion to veer from the general rule that liquidated damages are awarded in an equal amount to overtime compensation.

C. Limitations Period

In relevant part, 29 U.S.C. §255 provides:

Any action commenced on or after May 14, 1947, to enforce any cause of action for unpaid minimum wages, unpaid overtime compensation, or liquidated

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[7] *The City advocates calculation under the forty-three hour work week irrespective of whether overtime is determined under §207(a) or §207(k).*

damages, under the Fair Labor Standards Act of 1938, as amended [29 U.S.C.A. §201 et seq.]...

(a) if the cause of action accrues on or after May 14, 1947--may be commenced within two years after the cause of action accrued, and every such action shall be forever barred unless commenced within two years after the cause of action accrued, except that a cause of action arising out of a willful violation may be commenced within three years after the cause of action accrued.

Title 29 U.S.C. §255(a).

The Supreme Court has interpreted the term "willful" as used in this statute to mean "that the employer either knew or showed reckless disregard for the matter of whether its conduct was prohibited by the statute." McLaughlin v. Richland Shoe Company, 486 U.S. 128, 133 (1988). See also Reich v. Newspapers of New England, Inc., 44 F.3d 1060, 1079-80(1 Cir., 1995).

The plaintiffs have proffered a plethora of undisputed evidence to establish that the City's violation of the FLSA in this case was willful. See, e.g., #48 ¶¶5-13. Indeed, at the oral argument on these motions, counsel for the defendant conceded that the three year statute of limitations is applicable with the statute running back from the time each plaintiff submitted his/her written consent to opt into this action. With the plaintiffs' agreement at the hearing that the defendant's proposed application of the statute is appropriate, there is no issue for the Court to decide.

IV. Conclusion and Order

For the reasons stated it is ORDERED that the Motion For Summary Judgment On Damages (#47) be, and the same hereby is, ALLOWED. It is FURTHER ORDERED that the Cross-Motion For Summary Judgement On Damages (#50) be, and the same hereby is, DENIED.

Counsel shall agree on a form of judgment to be entered and forward the same to the Court.

/s/ Robert B. Collings
ROBERT B. COLLINGS
United States Magistrate Judge

April 8, 2004.

Publisher Information

Note* This page is not part of the opinion as entered by the court.

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of publishers of these opinions.

1:02-cv-10123-RBC Harris, et al v. City of Boston

Robert B. Collings, presiding

Date filed: 01/23/2002 Date of last filing: 04/08/2004

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